

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WK4TM96284MB12		PAGE 1 OF 19	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912PG-07-T-0073	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KARIN PRICE				b. TELEPHONE NUMBER (No Collect Calls) 0981 183 935	
9. ISSUED BY RCO FRANCONIA SUB-OFFICE ANSBACH, BLEIDORN HOUSING AREA, BLDG 5083 ANSBACH 91522 TEL: 468-7956 / 0981-183-939 FAX: 468-7902 / 0981-183-902		CODE W912PG		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 19	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

GENERAL INFORMATION

The resultant contract will be for street sweeping services in accordance with the line item description, Attachment I "Performance Work Statement", and Exhibits I and II.

Expected Contract Period: 1 April 2007 through 31 March 2008

Points of Contact:

Site Visit: Mr. Reinhardt/Mr. Otta / Tel: 09802-83-2129

Specifications: Mr. Reinhardt/Mr. Otta

Performance Location: U.S. Army Airfields in Katterbach and Illesheim
Site visits must be arranged with Mr. Otta and/or Mr. Reinhardt

IN ADDITION TO THE ABOVE, please complete the below:

- a. Payment Terms:
- b. Discount Terms:
- c. Ordering Address:
- d. Payment Address, if different from the ordering address:
- e. CAGE Code:
- f. DUNS Number:
- g. Tax Identification Number:

Please **NOTE**: Only companies that are CCR (Contractor Central Registration) registered may be awarded a contract. For information on how to get CCR registered, you may send an inquiry to karin.price1@us.army.mil
Please attach a copy of your CCR registration to your price quote.

Contracting Office Point of Contact: Ms. Price
Telephone #: 0981-183-935
or Telefax #: 0981-183-902

PLEASE FAX YOUR RESPONSE/PRICE QUOTE TO: 0981-183-902 or **EMAIL TO:**
karin.price1@us.army.mil

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Katterbach Airfield FFP Sweeping Services at Katterbach Airfield, to include aprons in front of hangars # 5508, 5801, 5802, 5806 and 5807. The estimated square meters are based on 52 services per year at 168,950 sqm per service. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96284MB12	8,785,400	Square Meter		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Illesheim Airfield FFP Sweeping Services at Illesheim Airfield to include aprons in front of hangars #6500, 6501 and 6502. The estimated square meters are based on 52 services per year at 202,840 sqm per service. FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96284MB12	10,547,680	Square Meter		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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7500

Contractor Manpower Reporting FFP

The Contractor shall report all Contractor manpower (to include subcontractor manpower) employed for the performance of this contract. The Contractor shall complete all required fields in the reporting system using the web address: <https://cmra.army.mil/>. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the contract's period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 Oct following the fiscal year during which the contract is in place. Reporting must be completed for every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement will result in contract termination.

1. The first reporting period is from 1 April 2007 through 30 September 2007. The report is due no later than 31 October 2007.

2. The second reporting period is from 1 October 2007 through 31 March 2008. The report is due no later than 31 October 2008.

THIS REQUIREMENT IS NOT SEPARATELY PRICED.

FOB: Destination

PURCHASE REQUEST NUMBER: WK4TM96284MB12

NET AMT

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7023	Alt III Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

 (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

 (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

 (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

 (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

 (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this

paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☐ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ☒ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ☐ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ☐ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ☐ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ☐ Alternate I (OCT 2006) of 252.225-7036.

(13) ☐ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) ___ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

 X 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.229-7001 TAX RELIEF (JUNE 1997) - ALTERNATE I (JUNE 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____ RATE (PERCENTAGE): _____
 (Offeror Insert) (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

CCE 204-4000 U.S. AND HOST NATION HOLIDAYS (March 2005)

US Holidays Work Shall Not --- be performed on U.S. holidays occurring during the normal workweek unless otherwise directed by the contracting officer. When a U.S holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Host Nation Holidays Work Shall Not --- be performed on local Host Nation* holidays occurring during the normal workweek unless otherwise directed by the contracting officer.

* Local host nation holidays occur in the region/state where contract performance takes place.

The U.S. holidays are:

New Year's Day	January 1 st
M L King Memorial Day	3d Monday in January
Presidents' Day	3d Monday in February
Memorial Day	last Monday in May
Labor Day	1st Monday in September
Columbus Day	2d Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

The German national and local holidays are:

New Years Day	01 January
Three King's Day (Only in Baden Wurttemberg and Bavaria)	06 January
Good Friday	Varies
Easter Monday	Varies
Labor Day	01 May
Ascension Day	Varies
Whit Monday	Varies
Corpus Christi (Only in Baden-Wurttemberg, Bavaria, Hessen,	Varies

Nordrhein- Westphalia,Rhineland-Palatinate and Saarland)	
Assumption Day (Only in Saarland and Roman Catholic areas of Bavaria)	15 August
Day of German Unity	03 October
All Saints' Day (Only in Baden-Wuerttemberg, Bavaria, North Rhine-Westphalia, Rhineland-Palatinate and Saarland)	01 November
1st Christmas	25 December
2nd Christmas Day	26 December

CCE 225-4000 AUTHORIZATION TO PERFORM SERVICES IN GERMANY (March 2005)

Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor also shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees and subcontractor employees possess such documents or authorizations.

Contractor employees who:

- (a) are not nationals of Germany or other European Union countries, and
- (b) are not members of the force, the civilian component or their dependents, and
- (c) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary Agreement to the NATO SOFA shall possess work and residence permits.

By acceptance of and performance under this contract and any task orders or delivery orders issued hereunder, the Contractor affirms that it has complied with the requirements above.

Compliance with this clause and German law is a material contract requirement. Noncompliance by the Contractor or Subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract, task order, or delivery order for default.

CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS (March 2005)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: Directorate of Public Works, Building and Grounds Division

Location: Bismarck Kaserne, Katterbach

Building No: 5843-A

DSN Phone No: 467-2129

Commercial Phone No: 09802-83-2129

Installation Access Control Office: USAG Ansbach, Provost Marshall's Office

Location: Barton Barracks, Ansbach

Building No: B-5257

DSN Phone No: 468-7891

Commercial Phone No: 0981-18-3891

CCE 232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (March 2005)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

- (a) SWIFT CODE
- (b) BLZ or BANK ROUTING NUMBER
- (c) ACCOUNT NUMBER
- (d) BANK NAME
- (e) International Bank Account Number (IBAN) (If Applicable) ---

CCE 237-4000 CONTRACTOR IDENTIFICATION REQUIREMENT (March 2005)

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious are required to identify themselves as such to avoid being mistaken for Government officials. Contractors performing work at Government workplaces will provide their employees with an easily readable identification (ID) badge indicating the employee's name, the contractor's name, the functional area of assignment, and a recent color photograph of the employee. Contractors shall require their employees wear the ID badges visibly when performing work at Government workplaces. Contractor personnel must also ensure that all e-mails, documents or reports they produce are suitably marked as contractor products or that contractor participation is appropriately disclosed.

CCE 239-4000 ELECTROMAGNETIC COMPATIBILITY DIRECTIVE (GERMANY) (March 2005)

The Contractor certifies that all electrical and electronic equipment and/or appliances furnished are in compliance with the Electromagnetic Compatibility Directive 89/336/EEC. For radio transmitting and telecommunication devices furnished in the Federal Republic of Germany, the Contractor certifies that all such items have been approved by the Bundesamt fuer Zulassungen. Any penalties for noncompliance imposed by the Government of the European country where the equipment or appliances are delivered or product liability claims caused by interference generated by furnished appliances or equipment are solely the responsibility of the Contractor.

SPECIAL INSTRUCTIONS

CONTRACTOR PAYMENT PROCEDURES

1. The contractor shall submit one (1) original invoice to the Point of Contact (POC) at the following address, and is authorized payment upon submission of invoices:

**USAG ANSBACH
DPW, BUILDING AND GROUNDS DIVISION
BISMARCK KASERNE, GEB. 5843 A
91522 ANSBACH / KATTERBACH**

2. The POC will date and time stamp all invoices immediately upon receipt, verify and certify that supplies or services have been provided in accordance with the terms and conditions of this contract, and forward the certified invoice to:

(a) the appropriate disbursing finance office at:

**DEFENSE FINANCE AND ACCOUNTING SERVICE
KLEBER KASERNE, GEB. 3200 ATTN LW
MANNHEIMER STR. 218/219
67657 KAISERSLAUTERN**

(b) the Contract Administration Office:

**REGIONAL CONTRACTING OFFICE FRANCONIA
SUB-OFFICE ANSBACH
BLEIDORN KASERNE, GEB. 5083
SCHLESIERSTR.
91522 ANSBACH**

Commercial Telephone: 0981-183-935
Military Telephone: 468-7935

3. If an invoice is incorrect or incomplete (for reasons other than assessment of liquidated damages), the POC will identify the defects in a letter and return the invoice to the contractor for correction within three (3) days after receipt. However, if the invoice is incorrect due to deficiencies in performance that cannot be rectified through coordination with the contractor, or are subject to assessment of liquidated damages, the POC will forward the invoice together with inspection findings relative to delayed, defective, or unacceptable work or contractor performance to the Contracting Officer for action.

ATTACHMENT

ATTACHMENT I

**DEPARTMENT OF THE ARMY
US ARMY GARRISON ANSBACH
APO AE 09177**

PREPARED: January 2007

**PERFORMANCE WORK STATEMENT
FOR
STREET SWEEPING SERVICES AT AIRFIELDS
KATTERBACH AND ILLESHEIM**

FOR FURTHER INFORMATION AND SITE
VISITS, PLEASE CONTACT:

DPW, BUILDINGS & GROUNDS DIVISION
BLDG # 5843-A, BISMARCK KASERNE
91522 ANSBACH - KATTERBACH
TEL.: MIL 467-2129
CIV 09802-832129
FAX: MIL 467-2076
CIV 09802-832076

1. Scope of Work

a. The Contractor shall provide for the management, supervision, personnel, labor, materials, supplies, transportation, general and specialized equipment required to perform street sweeping services on Airfields in Katterbach and Illesheim, as described herein.

b. Incidental maintenance functions not specifically listed, which are however, normally accomplished as a general practice in this type of service trade shall be performed. Performance shall be in accordance with the standards specified herein.

2. Contractor Effort

The determination of the total productive man-hour requirement for the performance of services specified herein is the sole responsibility of the offeror. It is of the utmost importance that the contractor utilizes skilled and productive manpower in order to satisfactorily furnish a high level of street sweeping services as specified in the contract. Failure on the part of the contractor to utilize skilled and productive manpower may produce unsatisfactory results which may cause the government to make deductions from the contractor's monthly invoices for unsatisfactory work or work not accomplished.

3. Services Required

a. A subsequent contract calls for street sweeping services on Airfields in Katterbach and Illesheim. Areas to be serviced are listed in the site plans at EXHIBIT I AND II. Surfaces to be cleaned are marked.

b. The contractor shall perform street sweeping services by means of a mechanical sweeper with suction device and plastic brushes. The contractor must assure that all debris is removed after each sweeping service. It is the responsibility of the contractor to pick up and remove accumulated debris to a public disposal site in accordance with German Waste Laws, immediately after sweeping services are completed, at no additional cost to the U.S. Government.

c. Within five calendar days after receipt of a contract, the contractor shall submit to the Point of Contact (POC) a detailed sweeping schedule, listing the dates and times for sweeping services, so as to allow the POC to coordinate the clearance of areas to be swept.

d. The figures contained in the schedule are approximate and are estimates of statistical data. The contractor is responsible for verifying dimensions and quantities.

e. All work must be performed between the hours of 0700 – 1600 hrs, within the normal five-day work week observed.

4. Supervision.

a. General. The Contractor must arrange for satisfactory supervision of the work contracted for. The contractor or its supervisor(s) must be available at all times, when contracted for work is in progress to receive notices, reports, or requests from the contracting officer and/or the POC. It is the policy of this agency that government direction or supervision of contractor's employees, directly or indirectly, must not be exercised.

b. On-Site Supervisors. The contractor must provide in writing to the POC, not later than five workdays after contract award, the name(s), telephone number(s) and address(s) of on-site supervisor(s). The term on-site supervisor means a person designated by the contractor to be present while work is performed as described herein. The on-site supervisor must be given the authority to accept and sign for notices of deductions, inspection reports, and all other correspondence on behalf of the contractor. The supervisor(s) must be able to speak, read and write the English language fluently to communicate with Government officials. However, if any of the Contractor's supervisors are not able to meet the language requirement, s/he is authorized to have a translator, assisting him/her to meet the language requirement. In this case, the translator must be present at all times during which the Agent is at the project site as well as at meetings with Government personnel. The supervisor(s) must be available for telephone communication with Government personnel; during the entire work performance (automated personal answering services are not acceptable), between the hours of 0730 – 1600 hours.

5. Damages/Claims

a. The contractor assumes full responsibility for any and all damages or claims, for personal injury, damage to property and equipment, as a direct result from the negligence of the contractor and/or of any of his/her personnel during the performance of services contracted for. The contractor must immediately report any damages caused during the performance of work to the POC. This must be followed up in writing, immediately thereafter. Any and all damages caused by the contractor and/or his/her personnel shall be corrected immediately by the contractor at no cost to the U.S. Government.

b. Damages caused to U.S. Government buildings, equipment, vehicles, grass surfaces, fences, position lights etc., due to the negligence of contractor employees during the performance of work under this contract shall be repaired and/or replaced immediately at the contractor's expense. Any and all damages caused by contractor employees must be reported immediately to the Tower or Airfield Manager and to the POC.

6. Material, Vehicles and Equipment

The contractor is solely responsible for the maintenance and upkeep of his/her vehicles and equipment. All vehicles and equipment shall, at minimum, comply with German TUEV requirements. They must be in an operational condition at all times while performing work on the U.S. Military Installation. The U.S. Government will not make available storage facilities for material, vehicles and/or equipment used by the contractor and/or his/her personnel for the performance of work under this contract.

7. Key Control

The contractor shall be responsible for maintaining control of all Government-furnished keys required for performance under this contract. The contractor shall develop procedures for key control. Such procedures shall include the turn-in of keys issued to personnel no longer requiring access to locked areas.

a. Key Inventories - The contractor shall perform key inventories upon request within five working days after requested to do so by the POC. Government-furnished keys issued to the contractor for the contract period shall be returned to the Government no later than the day following contract expiration or termination. Government-furnished keys issued to the contractor for special tasks shall be returned to the Government no later than the day following the completion of the special task or termination of the tasking.

b. Key Duplication - The contractor has no authority to duplicate Government keys. Requests for additional or duplicate Government-furnished keys will be submitted to the POC.

c. Unauthorized Users - The contractor is prohibited from issuing Government-furnished keys to unauthorized persons. The Contractor shall not open secured areas to permit entrance to persons other than his/her employees or other authorized personnel, except as approved by the POC. The contractor shall ensure that contractor personnel who no longer require access to locked areas turn-in keys issued to them. The POC and/or his/her designated representative(s) shall have access to any Government-owned property under the control of the contractor.

d. Lost or Stolen Keys - The contractor shall report any occurrence of lost or stolen keys to the POC within 24 hours after discovering the loss. The contractor shall provide the POC a written report, within 24 hours of notification, providing all details of lost key occurrences. In the event that a non-master key is lost, or that unauthorized duplicates are suspected to have been made, all locks and keys for the system the key unlocks shall be replaced or re-keyed. The cost for replacement of keys and/or re-keying, to include man-hours spent, shall be at the contractor's own expense. In the event that a master key is lost, all locks and keys for that system shall be replaced, and the total cost, to include man-hours spent, shall be at the contractor's expense.

8. Specific Tasks / Flight Traffic Safety

a. To maintain a safe environment for flight traffic, only a limited number of contractor equipment is authorized to work at one time on the airfield.

b. Contractor personnel designated to perform sweeping services on either the Airfield in Katterbach or the Airfield in Illesheim must attend a security briefing prior to receiving access to the Airfields. The briefing will be approximately two hours in duration